TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Term Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acorn Products Co., LLC		12/30/2010	LIMITED LIABILITY COMPANY: MAINE

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	11 Madison Avenue
Internal Address:	Attention: Agency Group Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2763070	ACORN
Registration Number:	2763071	ACORN
Registration Number:	3820154	ACORN
Registration Number:	2874173	ACORN COMFORT ON EARTH
Registration Number:	2891086	
Registration Number:	3820155	
Registration Number:	2917866	AFTER ACTIVE
Registration Number:	3373609	ANORAK WEATHER WEAR
Registration Number:	2958122	CLASSIC COMFORT
Registration Number:	3616991	C-NOVA
Registration Number:	2272962	COMFORT ON EARTH
Registration Number:	2335576	COMFORT ON EARTH
Registration Number:	3714128	COMFORT ON EARTH

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Registration Number:	3055450	COMFORT ON EARTH
Registration Number:	3235336	DOUBLE DUTY
Registration Number:	3735048	EARTHROAMER
Registration Number:	1421141	OH EWE
Registration Number:	2846916	STUDIO COMFORT
Registration Number:	2616056	SUNDAL
Registration Number:	3160873	SUNKICKS

CORRESPONDENCE DATA

Fax Number: (917)777-4104

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-735-3000

Email: mmcguire@skadden.com

Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP

Address Line 1: Four Times Square

Address Line 2: Attn: Anita Sinha, Esq.

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	217730/2034
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	02/02/2011

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement"), by ACORN PRODUCTS CO., LLC, a Maine limited liability company, as pledgor, assignor and debtor (in such capacities and together with any successors in such capacities, the "Pledgor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Terms defined in the Credit Agreement or the Security Agreement (as each are hereinafter defined) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement (as each are hereinafter defined), as applicable.

WHEREAS, totes Isotoner Corporation, an Ohio corporation (the "Borrower"), totes Isotoner Holdings, Corp., a Delaware corporation ("Parent"), totes Holdings, Inc., a Delaware corporation ("Holdings"), the Guarantors party thereto, Credit Suisse AG (formerly known as Credit Suisse), acting through its Cayman Islands Branch, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (First Lien Term), dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Lenders have entered into that certain Intercreditor Agreement dated as of the date hereof by and among Parent, Holdings, the Borrower, the subsidiary guarantors party thereto, and the Administrative Agent, amongst others, (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement");

WHEREAS, the Borrower, Parent, Holdings, the Pledgors party thereto and the Collateral Agent have entered into that certain Security Agreement, dated as of January 31, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time the "Security Agreement") in favor of the Collateral Agent;

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Pledgor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Pledgor in, to and under certain property, including the Intellectual Property Collateral; and

WHEREAS, the Pledgor has executed (i) that certain Guarantee Joinder Agreement, dated as of the date hereof, pursuant to which the Pledgor has agreed to be bound as a Subsidiary Guarantor party to the Credit Agreement by all of the terms, covenants and conditions applicable to it, (ii) that certain Intercreditor Assumption Agreement, dated as of the date hereof, pursuant to which the Pledgor has agreed to be bound as a Grantor party to the Intercreditor Agreement by all of the terms, covenants and conditions applicable to it, and (iii) that certain Joinder Agreement, dated as of the date hereof, pursuant to which the Pledgor has agreed to be bound as a Guarantor and a Pledgor party to the Security Agreement by all of the terms, covenants and conditions applicable to it and is required to execute and deliver this Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under all of the following Collateral now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (other than (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Intellectual Property, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by the Pledgor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law)) (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to the Pledgor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Pledgor's use of any trademarks, (ii) reissues, continuations,

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extensions and renewals thereof and amendments thereto, (iii) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilution or other violation thereof;

(b) all Intellectual Property Licenses of the Pledgor relating to any trademarks or service marks; and

(c) to the extent not covered by the foregoing, (i) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Pledgor from time to time with respect to any of the foregoing, and (ii) the goodwill connected with the Pledgor's business including all goodwill connected with the use of and symbolized by any of the foregoing in which the Pledgor has any interest.

SECTION 2. Security for Obligations. The grant of a lien on and security interest in, the Trademark Collateral by the Pledgor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of the Pledgor now or hereafter existing under or in respect of the Loan Documents.

SECTION 3. Recordation. The Pledgor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Pledgor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to or in connection with this Trademark Security Agreement and the exercise of any right or remedy by the Collateral

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Agent hereunder are subject to the terms, conditions and provisions of the Intercreditor Agreement.

SECTION 6. Termination. When all the Secured Obligations have been paid in full and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Agreement shall terminate. Upon termination of this Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent

By: _____
Name:
Title: JUDITH E. SMITH
MANAGING DIRECTOR

By: _____
Name:
Title: KEVIN BUDDHDEW
ASSOCIATE

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

ACORN PRODUCTS CO., LLC

By:_____
Name: Douglas P. Gernert
Title: President

Schedule A to Trademark Security Agreement

Registrations:

Owner	Trademark	Country	Application No.	Registration No	Registration Date	Classes	Status
Australia							
Acorn Products Co., LLC	ACORN	Australia	873488	1106043	18 Nov 2005	25	Registered
Acorn Products Co., LLC		Australia	854661	1104861	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Australia	854662	1104862	14 Mar 2005	25	Registered
Canada							
Acorn Products Co., LLC	ACORN	Canada	1333659	TMA703,649	20 Dec 2007		Registered
Acorn Products Co., LLC		Canada	1333826	TMA702,880	11 Dec 2007		Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Canada	1333825	TMA708,824	4 Mar 2008		Registered
China							
Acorn Products Co., LLC	COMFORT ON EARTH	China	854662	854662	14 Mar 2005	25	Registered
CTM							
Acorn Products Co., LLC	ACORN	CTM	00211672	00211672	19 Jun 1996	24,25	Registered

Acorn Products Co., LLC	ACORN	CTM	873488	873488	18 Nov 2005 25	Registered
Acorn Products Co., LLC		CTM	854661	854661	14 Mar 2005 25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	CTM	854662	854662	14 Mar 2005 25	Registered
Japan						
Acorn Products Co., LLC	ACORN	Japan	2001-524141	2322926	7 Aug 2002 25	Registered
Acorn Products Co., LLC		Japan	854661	854661	14 Mar 2005 25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Japan	854662	854662	14 Mar 2005 25	Registered
Republic of Korea (South)						
Acorn Products Co., LLC		Republic of Korea (South)	854661	854661	23 Jan 2006 25	Registered
Switzerland						
Acorn Products Co., LLC	ACORN	Switzerland	873488	873488	18 Nov 2005 25	Registered

Acorn Products Co., LLC		Switzerland	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	COMFORT ON EARTH	Switzerland	854662	854662	14 Mar 2005	25	Registered
United States of America							
Acorn Products Co., LLC	ACORN	United States of America	75672879	2763070	16 Sep 2003	24,25	Registered
Acorn Products Co., LLC	ACORN	United States of America	75672880	2763071	16 Sep 2003	24,25	Registered
Acorn Products Co., LLC	ACORN	United States of America	77589756	3820154	20 Jul 2010	35	Registered
Acorn Products Co., LLC	ACORN Comfort on Earth	United States of America	76555398	2874173	17 Aug 2004	25	Registered
Acorn Products Co., LLC		United States of America	76557647	2891086	5 Oct 2004	25	Registered
Acorn Products Co., LLC		United States of America	77589762	3820155	20 Jul 2010	35	Registered

Acorn Products Co., LLC	**AFTER ACTIVE**	United States of America	76557643	2917866	11 Jan 2005	25	Registered
Acorn Products Co., LLC	**ANORAK WEATHER WEAR**	United States of America	77056436	3373609	22 Jan 2008	25	Registered
Acorn Products Co., LLC	**CLASSIC COMFORT**	United States of America	78250165	2958122	31 May 2005	25	Registered
Acorn Products Co., LLC	**C -NOVA** C-NOVA	United States of America	77366139	3616991	5 May 2009	25	Registered
Acorn Products Co., LLC	**COMFORT ON EARTH**	United States of America	75366656	2272962	24 Aug 1999	25	Registered
Acorn Products Co., LLC	**COMFORT ON EARTH**	United States of America	75672881	2335576	28 Mar 2000	24	Registered
Acorn Products Co., LLC	**COMFORT ON EARTH**	United States of America	77589760	3714128	24 Nov 2009	35	Registered
Acorn Products Co., LLC	**COMFORT ON EARTH**	United States of America	78576706	3055450	31 Jan 2006	25	Registered
Acorn Products Co., LLC	**DOUBLE DUTY**	United States of America	78769772	3235336	24 Apr 2007	25	Registered
Acorn Products Co., LLC	**EARTHROAMER**	United States of America	77588609	3735048	5 Jan 2010	25	Registered
Acorn Products Co., LLC	**OH EWE**	United States of America	73476176	1421141	16 Dec 1986	25	Registered
Acorn Products Co., LLC	**STUDIO COMFORT**	United States of America	78250193	2846916	25 May 2004	25	Registered

Acorn Products Co., LLC	**SUNDAL**	United States of America	78066344	2616056	3 Sep 2002	25	Registered
Acorn Products Co., LLC	**SUNKICKS**	United States of America	78659836	3160873	17 Oct 2006	25	Registered
WIPO							
Acorn Products Co., LLC	**ACORN**	WIPO	873488	873488	18 Nov 2005	25	Registered
Acorn Products Co., LLC	ACORN Comfort on Earth	WIPO	986065	986065	19 Nov 2008	25	Registered
Acorn Products Co., LLC		WIPO	854661	854661	14 Mar 2005	25	Registered
Acorn Products Co., LLC	**COMFORT ON EARTH**	WIPO	854662	854662	14 Mar 2005	25	Registered